

# Memorandum



**Date:** March 6, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George W. Burgess  
County Manager

**Subject:** Resolution Amending Resolution No. R-1318-03

Agenda Item No. 8(M)(1)(B)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) adopt the attached resolution amending Resolution No. 1318-03 to substitute the 2007 USA Outdoor Track and Field Championships with the 2007 USA Pan American Race Walk Cup Trials and the 2008 U.S. Olympic Team Trials – 50 km Race Walk.

## BACKGROUND

On December 4, 2003, the BCC adopted Resolution No. 1318-03 (Attachment 1) which approved the Park and Recreation Department's (Department) applications and authorized the County Manager to enter into agreements with the USA Track and Field, Inc. (USATF) to host the 2005 USATF National Junior Olympic Cross Country Championships and the 2007 USA Outdoor Track and Field Championships. The resolution further authorized the County Manager to apply, receive, and expend grant funds, to execute any necessary grant agreements and amendments, and to establish a temporary Trust Fund to be closed no later than September 30, 2008 to raise funds for and pay expenses associated with hosting these events.

Subsequent to the approval of Resolution No. R-1318-03, the Department was notified that their application to host the 2007 USA Outdoor Track and Field Championships was not successful. In exchange, the Department has been invited to host the 2007 USA Pan American Race Walk Cup Trials and the 2008 U.S. Olympic Team Trials – 50 km Race Walk (Attachment 2).

The 2007 USA Pan American Race Walk Cup Trials is scheduled for March 17, 2007. This event will serve as a test event for the 2008 U.S. Olympic Team Trials – 50 Km Race Walk scheduled for February 10, 2008.

Attachments

Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(M)(1)(B)  
03-06-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING RESOLUTION NO. R-1318-03 TO  
SUBSTITUTE THE 2007 USA OUTDOOR TRACK AND  
FIELD CHAMPIONSHIPS WITH THE 2007 USA PAN  
AMERICAN RACE WALK CUP TRIALS AND THE 2008 U.S.  
OLYMPIC TEAM TRIALS- 50 KM RACE WALK

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby amends Resolution No. R-1318-03 substituting the 2007 USA Outdoor Track and Field Championships with the 2007 USA Pan American Race Walk Cup Trials and the 2008 U.S. Olympic Team Trials – 50 Km Race Walk.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Diamela del Castillo

Approved \_\_\_\_\_ Mayor

Agenda Item No. 7(M)(1)(A)  
12-4-03

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. R-1318-03

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION RETROACTIVELY APPROVING THE PARK AND RECREATION DEPARTMENT'S APPLICATIONS AND AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AGREEMENTS WITH USA TRACK AND FIELD, INC. (USTAF) AND TO ESTABLISH A TEMPORARY TRUST FUND TO DEPOSIT FUNDS FOR AND PAY EXPENSES ASSOCIATED WITH HOSTING THE 2005 USTAF NATIONAL JUNIOR OLYMPIC CROSS COUNTRY CHAMPIONSHIPS AND THE 2007 USA OUTDOOR TRACK AND FIELD CHAMPIONSHIPS; AND AUTHORIZING THE COUNTY MANAGER TO APPLY FOR, RECEIVE, AND EXPEND, GRANT FUNDS FOR THE PURPOSE OF DEFRAYING COSTS ASSOCIATED WITH HOSTING THESE EVENTS; AND WAIVING THE PROVISIONS OF SECTION 4.03 OF THE HOME RULE CHARTER AND ADMINISTRATIVE ORDER 3-38 FOR EXPENDITURE OF TRUST FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves the Park and Recreation Department's applications, and authorizes the County Manager to execute all necessary agreements with USA Track and Field, Inc. or other entity, to host the 2005 USTAF National Junior Olympic Cross Country Championships and the 2007 USA Outdoor Track and Field Championships following approval of the County Attorney's Office; authorizes the County Manager to apply for, receive, and expend grant funds, to execute any necessary grant agreements and amendments, and to exercise extension and cancellation provisions contained therein, to help defray costs and to underwrite expenses associated with these events; to establish a temporary Trust Fund to raise funds for and pay expenses associated

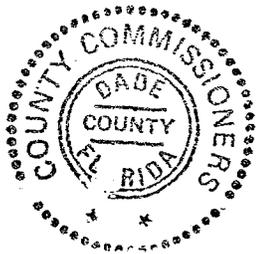
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with hosting these events, said Trust Fund to be administered by the Park and Recreation Department, supervised by the Miami-Dade County Finance Department, and closed no later than September 30, 2008. This Board finds it in the best interest of the County that competitive bidding pursuant to Administrative Order 3-38 be waived when making expenditures from said Trust Fund; formal bidding being waived in this instance by 2/3 vote pursuant to Section 4.03(D) of the Charter of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** who moved its adoption. The motion was seconded by Commissioner **Dr. Barbara Carey-Shuler** and upon being put to vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	<b>aye</b>		
Katy Sorenson, Vice Chairperson	<b>aye</b>		
Bruno A. Barreiro	<b>aye</b>	Jose "Pepe" Diaz	<b>aye</b>
Betty T. Ferguson	<b>absent</b>	Sally A. Heyman	<b>aye</b>
Joe A. Martinez	<b>aye</b>	Jimmy L. Morales	<b>aye</b>
Dennis C. Moss	<b>aye</b>	Dorrin D. Rolle	<b>aye</b>
Natacha Seijas	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of December, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



Approved by County Attorney as  
to form and legal sufficiency.   
Mariela Martinez-Cid

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

**KAY SULLIVAN**

BY: \_\_\_\_\_  
Deputy Clerk

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# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** December 4, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(M)(1)

**Please note any items checked.**

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
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- Budget required**
- Statement of fiscal impact required**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**



# MEMORANDUM

Agenda Item No. 7(M)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: December 4, 2003

FROM: George M. Burgess  
County Manager

SUBJECT: Retroactive Approval of Applications and Authorization to Enter Agreements With USA Track and Field, Inc.

## RECOMMENDATION

It is recommended that the Board retroactively approve the Park and Recreation Department's application to USA Track and Field, Inc. (USATF) to host the 2005 USATF National Junior Olympic Cross Country Championships and the 2007 USA Outdoor Track and Field Championships (the Events), and to establish a temporary Trust Fund to raise funds for and pay expenses associated with hosting the Events. It is also recommended that the Board grant authority to the Park and Recreation Department to execute all necessary agreements with the USATF or other entity necessary for the hosting of the Events. It is further recommended that the Board authorize the County Manager to apply for, receive, expend, and amend grants for the purpose of defraying the County's costs associated with hosting the Events. All agreements executed by the Park and Recreation Department under authority granted herein will be presented to the Board for retroactive ratification. It is further recommended that the Board waive competitive bidding requirements of Section 4.03 of the Home Rule Charter and Administrative Order 3-38 for allowable expenditures from the temporary Trust Fund.

## BACKGROUND

The USATF National Junior Olympic Cross Country Championships is part of a national championship series consisting of primary meets, Association Championships, Regional Championships, and a National Championship held each year at a pre-designated venue within the United States. It is an annual national event for qualifying youth between the ages of 7-18. Selection of the United States World Youth Cross Country Championship Team is based primarily on performances at this event.

The USA Outdoor Track and Field Championships is USATF's premier event for the selection of elite professional athletes to represent the United States in outdoor international competitions, including the World Outdoor Track and Field Championships and the World Cup Team. It is also the highlight of the Outdoor Golden Spike Tour (GST). The GST is an elite series of televised events

with broadcast ratings that consistently out perform the NHL, WNBA, and some PGA events. As a result, television and print media from around the world cover the Championships and give the meet international exposure through newspaper, magazine, sports programming and on-line reports. National networks (NBC, CBS, ESPN) and international broadcasters have covered all recent USA Outdoor Track and Field Championships.

In addition to providing superb athletic events for both youth and adult track and field athletes, the USATF National Junior Olympic Cross Country Championships and the USA Outdoor Track and Field Championships will provide exceptional economic value to the Greater Miami area. The USA Outdoor Track and Field Championships traditionally draws 900 -1,000 Open Athletes ("The Best" track and field athletes in the United States), 600 - 800 Junior Athletes (the top 19 and under athletes in the Country), 300 - 400 Athlete Representatives (coaches, agents, trainers) and 400 - 500 USATF officials, staff and volunteers. The average daily attendance at a USATF event ranges from 5,000 to 10,000 spectators depending on the venue. USATF has documented regional economic impacts of \$5 to \$7 million for the Outdoor Championships.

The Park and Recreation Department has an excellent venue at Tropical Park for hosting these two world-class events. Over the past two years the Department has hosted the 2002 USATF National Youth Athletics Championships and the 2003 National Junior Olympics Track and Field Championships, both were successful events held at Tropical Park. The success of those events contributed to the invitation for the Department to host the 2005 USATF National Junior Olympic Cross Country Championships and the 2007 USA Outdoor Track and Field Championships. In order to help offset the anticipated expenses associated with putting these events together, funds will be raised through sponsorships, in-kind services, and other fundraising efforts.

The establishment of a temporary Trust Fund will enable the Department, as host coordinator of the event, to deposit event funds and pay for all related expenses, such as catering, entertaining, accommodations and in-County transportation. The Board of County Commissioners authorized the establishment of a similar account for the USTAF Events held at Tropical Park in 2002 and 2003.

The Miami Dade County Finance Department concurs with the establishment of a temporary Trust Fund for the 2005 USATF National Junior Olympic Cross Country Championships and the 2007 USA Outdoor Track and Field Championships and will supervise the account. The temporary Trust Fund will be closed by September 30, 2008, after sufficient time to complete payment for all event related expenses. To this end, it is in the best interest of the County to waive the competitive bidding requirements of Section 4.03 of the Home Rule Charter and Administrative Order 3-38 for all expenditures from the temporary Trust Fund in order to facilitate and expedite the planning and implementation of these events.

QIH 11/4/03  
Assistant County Manager

**2008 U.S. OLYMPIC TEAM TRIALS –  
50 KM RACE WALK BID AWARD AGREEMENT**

The Miami-Dade Parks and Recreation Department, whose address is 10901 Southwest 24<sup>th</sup> Street, Miami, Florida 33165, the local organizing committee (“LOC”) that has agreed to conduct the 2008 U.S. Olympic Team Trials – 50 km Race Walk to be held on Sunday, February 10, 2008 (the “Event Date”), hereby agrees as follows:

1. Definitions:

(a) 2008 Olympic Team Trials: The 2008 U.S. Olympic Team Trials – 50 km Race Walk (“Olympic Trials”) will serve as the selection competition for those athletes who will become a part of the Olympic Team in the sport of track and field during the 2008 summer Olympic Games.

(b) IAAF: “IAAF” means the International Association of Athletics Federations, the international federation for the sport of track and field, long distance running and race walking (collectively “Athletics”) of which USATF is the member for the United States.

(c) IOC: “IOC” means the International Olympic Committee, the Supreme Authority of the Olympic Movement.

(d) USOC: “USOC” means the United States Olympic Committee, the national Olympic Committee for the United States of America recognized by the IOC.

2. Binding Agreement: This Agreement, in conjunction with the May 31, 2006 letter from Craig A. Masback, CEO to Robin Beamon (the “Solicitation Letter”) attached as Exhibit “A,” constitutes the binding agreement between LOC and USA Track & Field, Inc. (USATF) for the conduct of the Olympic Trials.

3. Olympic Trials Budget: LOC understands and agrees that the budget for the conduct of the Olympic Trials must be approved in advance by USATF, on or before January 31, 2007.

4. USATF Membership Requirements: All competitors in the Olympic Trials races must be USATF members and US citizens who are eligible to represent the US in all levels of international competition.

5. USATF Membership Sign-Up: LOC shall provide an accessible and visible location for the placement of a 10x10 tent/booth during the Olympic Trials to be used by USATF and/or the local Association for USATF membership sign-ups.

6. Olympic Trials Title: LOC understands that the title of the Olympic Trials will be “2008 U.S. Olympic Team Trials – 50 km Race Walk.”

7. Drug Testing. LOC acknowledges that applicable IAAF, USATF, and USOC rules require drug testing at the Olympic Trials in accordance with the procedures set forth in IAAF and/or IOC rules and protocols. LOC shall provide suitable, private and legally secure

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areas, qualified drug-testing chaperones, sealed beverages and approved snacks for the drug testing procedures to be administered at the Olympic Trials. LOC acknowledges the receipt of the USATF Race Director Drug Testing Information Packet which is attached as Exhibit "1." LOC shall consult with USATF's legal department and the Elite USATF Athlete Services department to ensure its drug-testing procedures are in compliance with applicable rules, regulations and protocols.

8. Olympic Designation: LOC understands that the designation "Olympic Trials" in connection with these 2008 U.S. Olympic Team Trials – 50 km Race Walk may only be used under a license from the United States Olympic Committee.

9. LOC Financial Obligations. The representations made by LOC concerning its financial capability to conduct the Olympic Trials have been a substantial inducement to USATF to enter into this Agreement.

(a) LOC shall be responsible for and shall guarantee payment of all of the expenses related to the conduct of the Olympic Trials, as described herein, and on the USATF approved Olympic Trials budget.

(b) LOC hereby guarantees the payment of a total amount of Forty Five Thousand Dollars (\$45,000) in prize money to the top performing Athletes who compete in and complete the Olympic Trials. The prize money shall be forwarded to USATF on or before January 31, 2008. USATF shall place said funds in a separate account until disbursed to Athletes. (See Wire Transfer Instructions attached as Exhibit "2.") USATF shall determine the prize money breakdown schedule for top performing Athletes who compete in the Olympic Trials.

(c) LOC hereby guarantees the payment of the following expenses for 25 individuals (top athletes and USATF staff/volunteers):

- i. airfare to and from their home airport and the Host City;
- ii. up to four (4) nights single occupancy hotel accommodations for twenty-two (22) athletes and officials; up to six (6) nights single occupancy hotel accommodations for three (3) USATF Staff;
- iii. three (3) meals per day, for up to twenty-five (25) individuals while in the Host City for the Olympic Trials;
- iv. transportation from Host City airport to the hotel and from the hotel to Host City airport, as well as ground transportation within the Host City, as appropriate.
- v. a hospitality room with drinks, fruit and light foods for athletes, their families and coaches.

(d) LOC shall maintain a separate set of books and records with respect to the financial responsibilities of hosting the Olympic Trials, including all financial records associated with the Olympic Trials and Associated Events. LOC shall permit USATF or its designated representative to inspect and audit such books and records at USATF's expense. LOC shall make such books and records available to USATF during normal business hours at USATF's reasonable request.

(e) LOC Shall conduct the 2007 USA Pan American Race Walk Cup Trials as a test event for the course on Saturday, March 17 or Sunday, March 18, 2007. LOC will be responsible for the expense of conducting the competition and for housing and feeding 12 officials, two (2) USATF officials for three (3) nights and 10 race walk officials for one (1) night. LOC will provide medals for five (5) place finishers in each division. LOC will provide \$5,000.00 in prize money to be invoiced and distributed by USATF.

10. Course, Facilities and Equipment. LOC shall provide a IAAF certified Course, facilities and equipment for the Olympic Trials. The Course, facilities and all equipment for the Olympic Trials must comply with the specifications of USATF and the IAAF as set forth in the then current (2008) USATF and IAAF Competition rule books, the "IAAF Track & Field Facilities Manual" and as otherwise required by USATF (the "Technical Requirements").

(a) LOC shall be responsible for supplying state-of-the-art equipment which conforms to the Technical Requirements. LOC shall give a right of first refusal to USATF and USOC sponsors and suppliers with respect to providing facilities and equipment directly or indirectly used for, during or in connection with the Olympic Trials. Except for agreements already in place with USATF and USOC sponsor and suppliers, LOC shall not contract with third parties to provide any facility, equipment, goods or services that are directly or indirectly used for, during or in connection with the Olympic Trials without the prior written approval of USATF. All facilities, equipment goods or services secured for, during or in connection with the Olympic Trials shall be subject to USATF's prior written approval, shall be obtained at LOC's sole cost and expense and shall become the property of LOC if obtained by LOC. LOC will supply six (6) portable toilets along the competition course and a comfort station in the designated spectating area. Tables must be provided for personal aid stations and water and sponge stations.

(b) LOC shall be responsible for preparing the Course to ensure compliance with the Technical Requirements as set forth by the USATF Site Selection Committee and/or USATF. USATF shall monitor the preparation of the Course to determine compliance with the Technical Requirements. In the event that either Party discovers that the preparation of the Course is not in compliance with the Technical Requirements, then the Party discovering the noncompliance shall notify the other Party in writing ("Notice of Noncompliance"), within 48 hours of its discovery. Within five (5) days of the date of the Notice of Noncompliance, the President of the LOC and the CEO of USATF, or their respective designees, shall confer to determine how to resolve the issue of noncompliance. In the event that a mutually agreeable resolution to the noncompliance is not reached within forty-eight (48) hours of the first meeting or telephone conference of the LOC President and USATF CEO, or their designees, then the dispute resolution procedures contained in Section 11.1 of this Agreement shall take effect. Once a final resolution is reached on how to remedy the noncompliance in question, then LOC shall take all steps necessary to bring the Course into compliance with the applicable Technical Requirements, at its sole cost and expense. Such compliance must be completed within thirty (30) days of the start of the Olympic Trials. In the event that LOC has not brought the Course into compliance with the Technical Requirements within twenty-one (21) days of the commencement of the Olympic Trials, then USATF shall have the right, upon three (3) days prior written notice to LOC, to take all actions necessary and appropriate to bring the Course as close to full compliance with the Technical Requirements as is possible, prior to commencement of the Olympic Trials, and LOC shall have no further legal authority to act in this regard. If USATF is required to act according to the preceding sentence, LOC shall be responsible for all costs and

expenses incurred by USATF in bringing the Course into compliance with the Technical Requirements. Once the course has been confirmed and before certification, the LOC shall provide air fare, housing and meals for one (1) person from the USATF Race Walk Committee to review and approve the course as proposed.

(c) LOC shall make the Course available to USATF during the time period beginning at 4:30 am on Sunday, February 10, 2008, and ending no earlier than five (5) hours after the official start of the Olympic Trials.

(d) In addition to complying with the Technical Requirements and other requirements as set forth in the Solicitation Letter, LOC must ensure that there are adequate parking and operating facilities and environs around the Course sufficient to fulfill media, race management, drug testing, media (broadcast and print) and VIP requirements as specified by USATF and the USOC. USATF expressly reserves the right to inspect and request changes to the Course, facilities and equipment, including those listed immediately above, to bring them into compliance with requirements reasonably requested by USATF. LOC shall make all changes reasonably requested by USATF, at its sole expense and in accordance with deadlines established by USATF.

(e) LOC shall address such arrangements related to aid stations, medical, safety, technical and other related services as USATF may require.

(f) LOC shall obtain a USATF sanction for the Olympic Trials at least sixty (60) days prior to the start of the competition.

11. Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to USATF, to supplement and assist Olympic Trials administration personnel, to serve as marshalls along the Course, to man water stations, to serve as doping control couriers and to provide other appropriate assistance in connection with the Olympic Trials.

12. USATF Trademark License: USATF hereby grants LOC a non-exclusive and limited license to use the new USATF Mark as identified in Exhibit "C," or to create a Championship Logo which shall incorporate the USATF triangular Mark (the "Championship Mark") in connection with promoting, and/or advertising the Olympic Trials in any media, including, without limitation, Internet, print, art work, USATF approved merchandising, and packaging, but only with the prior written approval of USATF. Any logo created for the Olympic Trials or referencing USATF must be approved, prior to use, by USATF's Marketing Department. All designs, logos, trademarks and trade names created by LOC, incorporating any USATF Mark or elements thereof, shall be subject to the prior written approval of USATF and shall become the sole property of USATF. This limited license to use a USATF Mark shall not in any way create any ownership rights in LOC to any USATF Mark, nor shall it give LOC the right to sublicense, assign or delegate any USATF Mark to any third party.

13. Authorized Use of USATF Marks: LOC shall prominently display USATF's logo on Olympic Trials entry forms, results sheets, and on banners at the start and finish lines.

14. USOC Identifications: "USOC Identifications" mean any phrase or identification in which the word "Olympics" (or derivatives or variations thereof) is employed and all of the USOC logos, identifications and marks.

15. Merchandising: LOC acknowledges that it has not been granted merchandising rights for the Olympic Trials.

16. Local Sponsor Use of USATF Mark: LOC shall ensure that all USATF approved local Olympic Trials sponsors comply with the provisions of paragraphs 12, 13, 14 and 15 above, and this paragraph 16. Neither LOC nor a USATF approved local sponsor shall use any USATF Mark, word, phrase or identification except as identified in Exhibit "C," provided, however, that use of a USATF-approved Championship Mark is permitted to promote the Olympic Trials. Any and all rights or license to use any USATF Mark shall terminate at 11:59 p.m. on the Event Date. The LOC is responsible for developing all signage. USATF has the final approval on all signage proposed by the LOC.

17. Olympic Trials Broadcast Rights: LOC understands that the USOC and USATF own all broadcast rights for the Olympic Trials. USATF owns all Internet/web rights in connection with the Olympic Trials.

18. Olympic Trials Entries: All entries into the Olympic Trials shall be processed via the USATF web-based Event Entry System. A credit card transaction fee (approximately 2-3%) shall be collected by USATF for all entries processed on-line. USATF agrees to forward entry fees to LOC. LOC shall handle paper entries without a processing fee.

19. Athlete Liability Waiver: A liability waiver shall be obtained from all athletes competing in the Olympic Trials.

20. USATF Competition Rules: The Olympic Trials entry form shall disclose that the Olympic Trials will be conducted in accordance with USATF Rules of Competition.

21. USATF Sanction Requirement: LOC agrees to obtain a USATF sanction for the Olympic Trials regardless of whether it secures event insurance coverage through USATF. (See paragraph 25 below.)

22. Post-Event Dinner/Awards Ceremonies. LOC shall, to USATF's reasonable satisfaction, provide a post-event dinner/awards ceremony for the athletes, their families and officials. Awards distributed will be coordinated with USATF and the LOC.

23. Official Olympic Trials Results: USATF's web site shall serve as the official source of/portal for all Olympic Trials information (entry information and forms, eligibility, schedule of events, athlete information, travel, results, etc.), with USATF being the "sole" source of competition results. LOC may provide a link from its web site to the Championship's official information on the USATF web site. USATF will provide a link back to LOC web site with respect to certain relevant other information and event-related communication.

24. Appropriate Authority and Consent: The undersigned represents and warrants that she or he has the authority to execute this Agreement on behalf of LOC and that all appropriate and necessary permits, consents, and authorizations have been obtained by LOC from the owners and/or operators of private and public venues at which the Olympic Trials will be conducted, including Miami Dade County and the Villages of Palmetto Bay, located in the County of Miami-Dade, Florida.

25. Insurance Requirements: LOC understands and agrees that it must carry adequate insurance, as determined by USATF, to cover all potential risks associated with the conduct of the Olympic Trials. Adequate insurance consists of but is not limited to a minimum of Commercial General Liability coverage of One Million Dollars (\$1,000,000) with an umbrella liability policy limit of not less than Five Million Dollars (\$5,000,000). Such insurance may be purchased with a USATF sanction. Notwithstanding the insurance purchased with a USATF sanction or otherwise, the LOC shall also be responsible for obtaining workers compensations, automobile, professional liability and excess umbrella liability coverage to cover risks not protected by USATF's sanction insurance program or LOC's event insurance provider, as appropriate. LOC's failure to secure adequate insurance coverage for the Olympic Trials, within ninety (90) days of the Event Date, shall result in all rights related to the Olympic Trials reverting back to USATF. In such case, USATF shall have sole authority and discretion to move the Olympic Trials to another site.

26. Indemnification: LOC shall defend, indemnify and hold USATF, its officers, directors, employees, agents, contractors and volunteers (sometimes referred to individually as an "Indemnified Party") harmless from any and all causes of action, claims, demands or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement or the conduct of the Olympic Trials including, without limitation, injuries or death to spectators, athletes or officials and property damage. LOC shall pay all costs, including reasonable attorneys' fees and costs, settlements and damages finally awarded against any Indemnified Party directly attributable to any such claim. LOC shall immediately notify USATF in writing of any such claim and shall provide USATF with information and assistance for the defense of any such claim. The Indemnified Party shall have the right but not the obligation to participate in the defense of the claim at its sole cost and with counsel of its choosing.

27. Dispute Resolution: In the event of a dispute or controversy arising out of or relating to the Olympic Trials or this Agreement, LOC and USATF hereby agree to mediate said dispute or controversy. The CEO, President or Executive Director of each party, or his or her designee, shall represent each party in the mediation. In the event that a dispute cannot be resolved by mediation, it is agreed that the same shall be submitted for arbitration to the USATF National Athletics Board of Review ("NABR") in accordance with USATF Regulation 11. The decision of the NABR may be appealed to a single arbitrator of the American Arbitration Association in Indianapolis, in accordance with the commercial arbitration rules promulgated by the said Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

28. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana and the Federal Trademark Act of 1946, as amended.

29. Americans With Disabilities Act Compliance: LOC warrants and represents that it will comply with the Americans With Disabilities Act. Furthermore, LOC agrees to refer all requests made by individuals seeking an accommodation while participating in the Olympic Trials to USATF in accordance with its *Policy & Procedures for the Evaluation for Requests for Accommodations Pursuant to the Americans with Disabilities Act*. (See [www.usatf.org/about/legal/policies/ADA.asp](http://www.usatf.org/about/legal/policies/ADA.asp).)

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30. Written Contract Terms: This Agreement, in conjunction with the Solicitation Letter, constitute the only agreement between the parties and supersedes all prior agreements, both written and oral, between the parties hereto respecting its subject matter. Any report generated by USA TF as the result of a pre-Olympic Trials site visit shall become a part of this Agreement; specifically any items LOC agrees to correct or improve as detailed in said report. In the event of a conflict between the terms of this Agreement and the Bid, the terms of this Agreement (or any site report) shall take precedence over the Bid. No representation, promise, inducement or statement of intent has been made by any party not contained in this Agreement, shall have any force or effect, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not embodied herein with respect to the subject matter hereof. This Agreement may only be supplemented or superceded by a formal written contract or document.

31. Counterpart Signatures: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall together constitute but one instrument, which may be sufficiently evidenced by any counterpart.

**AGREED & ACCEPTED**

**USA TRACK & FIELD, INC.**

**MIAMI-DADE PARKS AND  
RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Bill Roe  
President

By: \_\_\_\_\_  
Robin Beamon  
Event Coordinator

By: \_\_\_\_\_  
Craig Masback  
CEO

By: \_\_\_\_\_  
Vivian Donell-Rodriguez  
Director, Miami-Dade Parks &  
Recreation Department

Dated as of:

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Exhibit "1"

USATF RACE DIRECTOR DRUG TESTING  
INFORMATION PACKET

Exhibit "2"

WIRE TRANSFER INSTRUCTIONS

Fifth Third Bank  
Indianapolis, Indiana USA  
Account: USA Track & Field, Inc.  
Account Number: 7650231967  
ABA Routing Number: 0749085941

Exhibit "A"

U.S. Olympic Team Trials – 50 km Race Walk  
Bid Application dated \_\_\_\_\_

Exhibit "B"

USATF Sponsor List<sup>1</sup>

Visa  
AT&T  
Nike  
Tyson Foods  
24 Hour Fitness  
Gleukos  
The Hershey Company

USATF Suppliers

Connor Sport Court  
Dartfish (USA), Inc.  
MBNA  
Crown Awards  
Sport Graphics

Exhibit "C"

USATF Logo Use Guidelines

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<sup>1</sup> Subject to change. Contact USATF Marketing Department for updated list – (317) 261-0500

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